

<b>IN RE:</b>	:	
<b>KENNETH PATRICK RAY</b>	:	<b>CHAPTER 13</b>
<b>a/k/a KENNETH P. RAY,</b>	:	
<b>Debtor</b>	:	<b>CASE NO.: 1-22-00036-HWV</b>
	:	
<b>KENNETH PATRICK RAY</b>	:	
<b>a/k/a KENNETH P. RAY,</b>	:	
<b>Movant</b>	:	
	:	
<b>vs.</b>	:	
	:	
<b>JACK N. ZAHAROPOULOS, ESQUIRE</b>	:	
<b>CHAPTER 13 TRUSTEE,</b>	:	
<b>FAY MORTGAGE SERVICING,</b>	:	
<b>M&amp;T BANK, and</b>	:	
<b>FRANKLIN COUNTY TAX CLAIM BUREAU</b>	:	
<b>Respondents</b>	:	

If service was made by personal service, by residence service or pursuant to state law, I further certify that I am, and at all times during the service of process was, not less than 18 years of age and not a party to the matter concerning which service of process was made.

Name and Address	Mode of Service
Fay Servicing, LLC Attn: Bankruptcy Dept. PO Box 809441 Chicago, IL 60680	Certified Mail <b>OFFICER, MANAGING OR GENERAL AGENT, OR ANY OTHER AGENT AUTHORIZED BY APPOINTMENT, OR BY LAW, TO RECEIVE SERVICE OF PROCESS</b>
M&T Bank PO Box 1508 Buffalo, NY 14240	Certified Mail <b>OFFICER, MANAGING OR GENERAL AGENT, OR ANY OTHER AGENT AUTHORIZED BY APPOINTMENT, OR BY LAW, TO RECEIVE SERVICE OF PROCESS</b>
Rebecca Solarz, Esquire KML Law Group, P.C. BNY Mellon Independence Center 701 Market Street, Suite 5000 Philadelphia, PA 19106	Certified Mail and E-Service  Counsel for Fay Servicing and M&T Bank

Franklin County Tax Bureau 443 Stanley Avenue Chambersburg, PA 17201-3600	Certified Mail <b>OFFICER, MANAGING OR GENERAL AGENT, OR ANY OTHER AGENT AUTHORIZED BY APPOINTMENT, OR BY LAW, TO RECEIVE SERVICE OF PROCESS</b>
Jack N. Zaharopoulos, Esquire Chapter 13 Trustee	Via E-Service

I certify under penalty of perjury that the foregoing is true and correct.

Date: 5/11/2022

Name: Gary J. Imblum, Esquire  
Printed Name of Attorney

Address: 4615 Derry Street  
Harrisburg, PA 17111

**UNITED STATES BANKRUPTCY COURT**  
**MIDDLE DISTRICT OF PENNSYLVANIA**

In re:

Kenneth Patrick Ray,  
aka Kenneth P Ray,

**Debtor 1**

Chapter: 13

Case number: 1:22-bk-00036-HWV

Document Number: 52

Matter: Motion for Sale Free and Clear of  
Liens

Kenneth Patrick Ray  
aka Kenneth P Ray,  
**Movant(s)**

vs.

Jack N. Zaharopoulos, Esquire, Chapter 13 Trustee, Fay Mortgage  
Servicing, M&T Bank and Franklin County Tax Claim Bureau  
**Respondent(s)**

**Order**

Unless earlier served through CM/ECF, **IT IS ORDERED** that service of this Order and the above-referenced Motion shall be made by the moving party on all respondent(s) named in the Motion claiming an interest in the property, counsel, and in a Chapter 11 case service shall also be made upon the Trustee, if any, U.S. Trustee and the individuals identified in F.R.B.P. 4001(a)(1) and L.B.R. 4001-6. Service shall be made within seven (7) days from the date hereof and certification of service filed with this Court within fourteen (14) days from the date hereof.

**IT IS FURTHER ORDERED** that answers to the Motion must be served on the moving party and a copy filed with this Court, within fourteen (14) days from the service date of this Order. If no Response is filed, relief may be granted. A hearing will be held if a responsive pleading is timely filed, requested by the moving party, or ordered by the Court. If a default order has not been signed and entered, the parties or their counsel are required to appear in Court at the hearing on the below date and time.

United States Bankruptcy Court Ronald Reagan Federal Building, Bankruptcy Courtroom (3rd Floor), Third & Walnut Streets, Harrisburg, PA 17101
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Date: 6/14/22 Time: 09:30 AM
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By the Court,



Henry W. Van Eck, Chief Bankruptcy Judge

Dated: May 11, 2022

Initial requests for a continuance of hearing (*L.B.F. 9013-4, Request to Continue Hearing/Trial with Concurrence*) shall be filed with the Court. Requests received by the Court within twenty-four (24) hours of the hearing will not be considered except in emergency situations. Additional requests for continuance must be filed as a Motion.

Requests to participate in a hearing remotely shall be made in accordance with L.B.R. 9074-1.

Electronic equipment, including cell phones, pagers, laptops, etc., will be inspected upon entering the Courthouse. These devices may be used in common areas and should be turned to silent operation upon entering the Courtroom and Chambers.

Photo identification is required upon entering the Courthouse.

orreshrg(5/18)



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	:	
KENNETH PATRICK RAY	:	CHAPTER 13
a/k/a KENNETH P. RAY,	:	
Debtor	:	CASE NO.: 1-22-00036-HWV
	:	
KENNETH PATRICK RAY	:	
a/k/a KENNETH P. RAY,	:	
Movant	:	
	:	
vs.	:	
	:	
JACK N. ZAHAROPOULOS, ESQUIRE	:	
CHAPTER 13 TRUSTEE,	:	
FAY MORTGAGE SERVICING,	:	
M&T BANK, and	:	
FRANKLIN COUNTY TAX CLAIM BUREAU	:	
Respondents	:	

**MOTION TO SELL REAL ESTATE**  
**FREE AND CLEAR OF LIENS**

AND NOW, comes Debtor, Kenneth P. Ray, by and through his attorney, Gary J. Imblum, and pursuant to 11 U.S.C. § 363(f) and respectfully represents:

1. Debtor filed a voluntary Petition under Chapter 13 of the Bankruptcy Code on January 11, 2022.
2. Debtor is the owner of real estate situate and known as 11734 Ridge Road, Greencastle, Franklin County, Pennsylvania.
3. The real estate is presently listed with Charis Realty Group. Realtor commission is in the amount of six percent (6%). A Motion to Appoint Realtor is being filed, simultaneously, herewith.
4. Debtor has entered into an Agreement of Sale to sell said property for a total price of

\$209,000.00 to Nelson E. Shank, a non-relative and non-insider. A copy of the Agreement of Sale is attached hereto as Exhibit "A" and is incorporated herein by reference.

5. To the best of Debtor's knowledge, all the parties who have a lien on said property, in order of priority, include, but are not limited to the following:

- a. Franklin County Tax Claim Bureau - real estate taxes, if any;
- b. Fay Mortgage Servicing - first mortgage;
- c. M&T Bank - second mortgage;

**WHEREFORE**, Debtor respectfully requests that this Honorable Court enter an Order approving the sale of aforesaid real estate, free and clear of liens and the distribution of the proceeds as set forth below shall be permitted and that Federal Bankruptcy Rule 6004(g) is not applicable, and the real property may be sold and purchased immediately upon entry of Order of Court approving same:

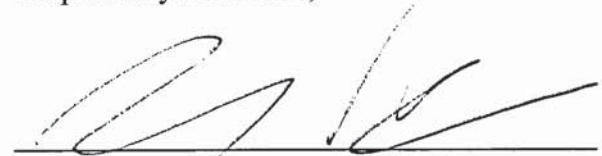
1. Payment of all closing costs for which Debtor is liable.
2. Payment of attorney's fees in the amount of \$3,500.00, to be applied to Debtor's costs and Attorney fees, billed on an hourly basis.
3. Payment of any and all other miscellaneous fees involved with the sale.
4. Payment of any liens and mortgages.
5. As long as same is a valid lien on subject real estate, payment in full of Franklin County Tax Claim Bureau real estate taxes, if any, or else the sale will not occur.
6. As long as same is a valid lien on subject real estate, payment in full of Fay Mortgage Servicing (first mortgage), or else the sale will not occur.
7. As long as same is a valid lien on subject real estate, payment in full of M&T Bank second mortgage, or else the sale will not occur.

8. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to Trustee Jack N Zaharopoulos, Esquire, in an amount up to the amount necessary to fully fund the Plan, less any amount otherwise payable to a secured creditor pursuant to Debtor's Plan, which is, in fact, paid at settlement.

9. If there are net proceeds remaining after paying all of the costs, fees and liens set forth in the preceding paragraphs, then payment of any and all attorney fees owed to Debtor's counsel for representation in the above matter.

10. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then the remaining balance, if any, shall be distributed to the Debtor.

Respectfully submitted,



Gary J. Imblum  
Attorney Id. No. 42606  
4615 Derry Street  
Harrisburg, PA 17111  
(717) 238-5250  
Fax No. (717) 558-8990  
gary.imblum@imblumlaw.com

Attorney for Debtor

Dated: 5/10/2022





# STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

**ASR**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
BUYER(S): <u>Nelson E. Shank</u>	SELLER(S): <u>Kenneth P. Ray</u>
BUYER'S MAILING ADDRESS: <u>1620 Buchanan Trail East, Greencastle, PA 17225</u>	SELLER'S MAILING ADDRESS: <u>11734 Ridge Road, Greencastle, PA 17225</u>

PROPERTY	
ADDRESS (including postal city) <u>11734 Ridge Road, Greencastle</u>	
in the municipality of <u>Antrim Township</u>	PA <u>17225</u>
in the School District of <u>Greencastle-Antrim</u>	County of <u>Franklin</u>
Tax ID #(s): <u>01-0A23-008</u>	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>Deed 13-017917, Recorded 11/6/2012</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>RE/MAX Elite Services</u>	Licensee(s) (Name) <u>Dawn N. Crilley-Shank</u>
Company License # <u>RB068660</u>	State License # <u>RM423717</u>
Company Address <u>1580 Buchanan Trl E, Greencastle, PA 17225-9511</u>	Direct Phone(s) <u>(717)977-8103</u>
Company Phone <u>(717)597-0005</u>	Cell Phone(s) <u>(717)977-8103</u>
Company Fax <u>(717)643-1896</u>	Email <u>dawnrcrilleys Shank@remax.net</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Charis Realty Group, LLC</u>	Licensee(s) (Name) <u>The Trish Mills Team</u>
Company License # <u>RBR003357</u>	State License # <u>RSR000813</u>
Company Address <u>26 W. Main Street Suite C, New Market, MD 21774</u>	Direct Phone(s) <u>(301)992-2682</u>
Company Phone <u>(240)913-9339</u>	Cell Phone(s) <u>(301)992-2682</u>
Company Fax	Email <u>jasonecarbaughhomes@gmail.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY	
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.	
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.	

Buyer Initials: NE

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Seller Initials: KR

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rev. 5/20; rel. 7/20

RE/MAX Elite Services, 1580 Buchanan Trl E, Greencastle PA 17225  
Dawn Crilley-Shank

Phone: 717-977-8103 Fax: 717-643-1896  
Produced with Leno Wolf Transactions (zipForm Edition) 717 N Harwood St Suite 2200, Dallas, TX 75201 www.lwtf.com

Nelson E.



1 **1. By this Agreement**, dated April 7, 2022

2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**

4 (A) Purchase Price \$ 209,000.00

5 (Two Hundred Nine Thousand

6 U.S. Dollars), to be paid by Buyer as follows:

7 1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date,  
8 if not included with this Agreement:

9 \$ 5,000.00

10 2. Additional Deposit within \_\_\_\_\_ days of the Execution Date:

11 \$ \_\_\_\_\_

12 3. \_\_\_\_\_

13 \$ \_\_\_\_\_

14 Remaining balance will be paid at settlement.

15 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer  
16 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-  
17 sonal check.

18 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_)  
19 RE/MAX Elite Services

20 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or  
21 termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations  
22 of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this  
23 Agreement.

24 **3. SELLER ASSIST (If Applicable) (1-10)**

25 Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward  
26 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is  
27 approved by mortgage lender.

28 **4. SETTLEMENT AND POSSESSION (4-14)**

29 (A) Settlement Date is May 6, 2022, or before if Buyer and Seller agree.

30 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless  
31 Buyer and Seller agree otherwise.

32 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:  
33 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer  
34 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will  
35 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

36 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

37 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

38 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December  
39 31. School tax bills for all other school districts are for the period from July 1 to June 30.

40 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

41 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

42 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures  
43 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property  
44 is subject to a lease.

45 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and  
46 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.  
47 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer  
48 will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this  
49 Agreement.

50 ☐ Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

51 **5. DATES/TIME IS OF THE ESSENCE (1-10)**

52 (A) Written acceptance of all parties will be on or before: April 8, 2022

53 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the  
54 essence and are binding.

55 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by  
56 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-  
57 ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be  
58 initialed and dated.

59 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-  
60 ment of the parties.

61 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms  
62 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable  
63 to all parties, except where restricted by law.

64 Buyer Initials: NEA

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Seller Initials: DS

Nelson F.



## 6. ZONING (4-14)

Failure of this Agreement to contain the zoning classification (except in cases where the property [and each parcel thereof, if subdividable] is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: Residential 1 Family

## 7. FIXTURES AND PERSONAL PROPERTY (1-20)

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

(B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost:

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes):

(D) EXCLUDED fixtures and items:

## 8. MORTGAGE CONTINGENCY (6-19)

☒ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

☐ ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

(B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than \_\_\_\_\_.

1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing.
2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):
  - a. Does not satisfy the terms of Paragraph 8(A), OR
  - b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

Buyer Initials: NEA

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Seller Initials: SR

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Nehua E.



- all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.
- (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- (E) Within        days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.
- (F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.
- (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
  2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
    - a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
    - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

#### FHA/VA, IF APPLICABLE

- (II) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$        (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.
- Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."
- (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- ☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- ☐ Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(B)) and Buyer's acceptance of additional required repairs as required by the lender.
- (J) Certification We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

193 Buyer Initials: ASL

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Seller Initials: SR

Nebhart, L.



194 9. **CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

195 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the  
 196 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change  
 197 in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against  
 198 Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to  
 199 purchase.

200 10. **SELLER REPRESENTATIONS (1-20)**

201 (A) **Status of Water**

202 Seller represents that the Property is served by:

203 ☐ Public Water ☐ Community Water ☒ On-site Water ☐ None ☐

204 (B) **Status of Sewer**

205 1. Seller represents that the Property is served by:

206 ☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)  
 207 ☒ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)  
 208 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)  
 209 ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)  
 210 ☐

211 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

212 **Notice 1:** There is no currently existing community sewage system available for the subject property. Section 7 of the  
 213 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,  
 214 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a  
 215 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with  
 216 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The  
 217 local agency charged with administering the Act will be the municipality where the Property is located or that municipality  
 218 working cooperatively with others.

219 **Notice 2:** This Property is serviced by an individual sewage system installed under the ten-acre permit exemption  
 220 provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required  
 221 before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage  
 222 system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and  
 223 site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by  
 224 the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance  
 225 which occurs as a result.

226 **Notice 3:** This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a  
 227 water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another  
 228 site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the  
 229 tank from the date of its installation or December 14, 1995, whichever is later.

230 **Notice 4:** An individual sewage system has been installed at an isolation distance from a well that is less than the dis-  
 231 tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances  
 232 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water  
 233 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hor-  
 234 izontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the  
 235 absorption area shall be 100 feet.

236 **Notice 5:** This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage  
 237 facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until  
 238 the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations  
 239 promulgated thereunder.

240 (C) **Historic Preservation**

241 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

242 (D) **Land Use Restrictions**

243 1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the  
 244 following Act(s) (see Notices Regarding Land Use Restrictions below):

- 245 ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. §901 et seq.)  
 246 ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
 247 ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)  
 248 ☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
 249 ☐ Other \_\_\_\_\_  
 250 ☐

251 2. **Notices Regarding Land Use Restrictions**

252 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations  
 253 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits  
 254 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

255 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-  
 256 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution  
 257 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that  
 258 may result in the future as a result of any change in use of the Property or the land from which it is being separated.

259 Buyer Initials: ASK

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Seller Initials: JK

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- 260 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water  
 261 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open  
 262 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that  
 263 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific  
 264 termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply  
 265 from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the  
 266 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- 267 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are  
 268 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the  
 269 land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer  
 270 has been advised of the need to determine the restrictions on development of the Property and the term of any contract now  
 271 in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.
- 272 (E) **Real Estate Seller Disclosure Law**  
 273 Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real  
 274 estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential  
 275 real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of  
 276 an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**  
 277 **UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures  
 278 regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale  
 279 of condominium and cooperative interests.
- 280 (F) **Public and/or Private Assessments**  
 281 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner asso-  
 282 ciation assessments have been made against the Property which remain unpaid, and that no notice by any government or public  
 283 authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to  
 284 violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition  
 285 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_  
 286  
 287 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_  
 288  
 289 (G) **Highway Occupancy Permit**  
 290 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
- 291 (H) **Internet of Things (IoT) Devices**  
 292 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data  
 293 stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things  
 294 (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.  
 295 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property  
 296 and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to  
 297 cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be  
 298 disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or  
 299 anyone on Seller's behalf to access any IoT devices remaining on the Property.  
 300 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the  
 301 Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously  
 302 provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes,  
 303 updating network settings and submitting change of ownership and contact information to device manufacturers and service  
 304 providers.  
 305 4. This paragraph will survive settlement.
- 306 **11. WAIVER OF CONTINGENCIES (9-05)**  
 307 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental condi-  
 308 tions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exer-  
 309 cise any of Buyer's options within the times set forth in this Agreement is a **WAIVER** of that contingency and Buyer accepts  
 310 the Property and agrees to the **RELEASE** in Paragraph 28 of this Agreement.
- 311 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)**  
 312 (A) **Rights and Responsibilities**  
 313 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to  
 314 surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate  
 315 licensee(s) may attend any inspections.  
 316 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the  
 317 condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived  
 318 by any other provision of this Agreement.  
 319 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**  
 320 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for  
 321 Buyer.  
 322 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.  
 323 Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

324 Buyer Initials: NEF

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Seller Initials: NRProduced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwof.com](http://www.lwof.com)

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325 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as  
 326 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly  
 327 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same  
 328 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D)  
 329 for Notices Regarding Property and Environmental Inspections)

330 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any  
 331 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit  
 332 a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

333 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

334 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior **Waived**  
 335 doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; **NSK**  
 336 electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetra-  
 337 tion; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environ-  
 338 mental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer  
 339 may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the  
 340 home inspection must be performed by a full member in good standing of a national home inspection association,  
 341 or a person supervised by a full member of a national home inspection association, in accordance with the ethical  
 342 standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or  
 343 architect. (See Notices Regarding Property & Environmental Inspections)

344 **Wood Infestation**

345 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a **Waived**  
 346 wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided **NSK**  
 347 by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort-  
 348 gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be  
 349 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection  
 350 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesti-  
 351 cide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer  
 352 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to  
 353 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

354 **Deeds, Restrictions and Zoning**

355 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**  
 356 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the **NSK**  
 357 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking)  
 358 is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: \_\_\_\_\_

359 \_\_\_\_\_

360 **Water Service**

361 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise **Waived**  
 362 qualified water well testing company. If and as required by the inspection company, Seller, at Seller's expense, will **NSK**  
 363 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous  
 364 condition, at Seller's expense, prior to settlement.

365 **Radon**

366 **Elected** Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection **Waived**  
 367 Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 **NSK**  
 368 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground  
 369 by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas  
 370 can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a  
 371 house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any  
 372 person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department  
 373 of Environmental Protection. Information about radon and about certified testing or mitigation firms is available  
 374 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State  
 375 Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

376 **On-lot Sewage (If Applicable)**

377 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic **Waived**  
 378 load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's **NSK**  
 379 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water  
 380 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,  
 381 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection  
 382 Contingency.

383 **Property and Flood Insurance**

384 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance **Waived**  
 385 for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate **NSK**  
 386 with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,  
 387 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more  
 388 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

389 Buyer Initials: **NSK**

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Seller Initials: **NSK**

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390 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more  
 391 flood insurance agents regarding the need for flood insurance and possible premium increases.  
 392 **Property Boundaries**  
 393 Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal  
 394 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property  
 395 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural  
 396 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-  
 397 tations of size of property are approximations only and may be inaccurate.  
 398 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**  
 399 Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct  
 400 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint  
 401 hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard  
 402 Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved  
 403 lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a  
 404 separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and  
 405 any lead-based paint records regarding the Property.  
 406 **Other**  
 407 Elected  
 408

409 The Inspections elected above do not apply to the following existing conditions and/or items:  
 410  
 411

412 **(D) Notices Regarding Property & Environmental Inspections**

- 413 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating  
 414 the surface of a structure where it may cause mold and damage to the building's frame.
- 415 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 416 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal  
 417 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-  
 418 sibility to dispose of them properly.
- 419 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer  
 420 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop  
 421 the property would be affected or denied because of its location in a wetlands area.
- 422 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,  
 423 pollen and viruses) have been associated with allergic responses.
- 424 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be  
 425 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.  
 426 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,  
 427 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health  
 428 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by  
 429 calling 1-877-724-3258.

430 **13. INSPECTION CONTINGENCY (10-18)**

431 (A) The Contingency Period is \_\_\_\_\_ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected  
 432 in Paragraph 12(C).

433 (B) Within the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in  
 434 Paragraph 13(C):

- 435 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in  
 436 their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in  
 437 Paragraph 28 of this Agreement, OR
- 438 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
 439 their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer  
 440 according to the terms of Paragraph 26 of this Agreement, OR
- 441 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
 442 their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by  
 443 Buyer.

444 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform  
 445 the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of  
 446 the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or  
 447 governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

448 a. Following the end of the Contingency Period, Buyer and Seller will have \_\_\_\_\_ days (5 if not specified) for a Negotiation  
 449 Period. During the Negotiation Period:

- 450 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
- 451 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-  
 452 ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

453 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

454 Buyer Initials: NEA

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Seller Initials: NR

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written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.

b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within \_\_\_\_\_ days (2 if not specified) following the end of the Negotiation Period, Buyer will:

(1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR

(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

(C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:

1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR

3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

#### 14. TITLES, SURVEYS AND COSTS (6-20)

(A) Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.

(B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.

(C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

(D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; products of record; and privileges or rights of public service companies, if any.

(F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

(G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

(H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

517 Buyer Initials: ncf

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Seller Initials: SR

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Netwon E.



**(I) COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_\_\_\_\_

☐ Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011: 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

**15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)**

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
  - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:

- a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
  - (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
  - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(2) will survive settlement.

**16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)**

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

Buyer Initials: NEA

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Seller Initials: NR

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Nelson E.



- 583 ☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by  
 584 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the decla-  
 585 ration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the  
 586 provisions set forth in Section 5407(a) of the Act.
- 587 (B) THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM  
 588 OR A PLANNED COMMUNITY:  
 589 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),  
 590 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void  
 591 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public  
 592 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this  
 593 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.
- 594 (C) THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A  
 595 PLANNED COMMUNITY:  
 596 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association  
 597 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides  
 598 that the association is required to provide these documents within 10 days of Seller's request.  
 599 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer  
 600 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the  
 601 association in the Certificate.  
 602 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents  
 603 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon  
 604 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of  
 605 this Agreement.  
 606 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will  
 607 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the  
 608 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for  
 609 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)  
 610 Appraisal fees and charges paid in advance to mortgage lender.
- 611 17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)  
 612 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-  
 613 erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for  
 614 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of  
 615 the property and result in a change in property tax.
- 616 18. MAINTENANCE AND RISK OF LOSS (1-14)  
 617 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)  
 618 specifically listed in this Agreement in its present condition, normal wear and tear excepted.  
 619 (B) If any part of the Property included in the sale fails before settlement, Seller will:  
 620 1. Repair or replace that part of the Property before settlement, OR  
 621 2. Provide prompt written notice to Buyer of Seller's decision to:  
 622 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,  
 623 if any, OR  
 624 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed  
 625 part of the Property.  
 626 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails  
 627 to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever  
 628 is earlier, that Buyer will:  
 629 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR  
 630 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 631 Paragraph 26 of this Agreement.  
 632 If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice  
 633 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.
- 634 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not  
 635 replaced prior to settlement, Buyer will:  
 636 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR  
 637 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
 638 Paragraph 26 of this Agreement.
- 639 19. HOME WARRANTIES (1-10)  
 640 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller  
 641 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any  
 642 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or  
 643 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends  
 644 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

645 Buyer Initials: MS

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 Seller Initials: DS  
  
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## 646 20. RECORDING (9-05)

647 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer  
 648 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

## 649 21. ASSIGNMENT (1-10)

650 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-  
 651 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless  
 652 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

## 653 22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

654 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the  
 655 laws of the Commonwealth of Pennsylvania.

656 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance  
 657 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of  
 658 Pennsylvania.

## 659 23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)

660 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property  
 661 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.  
 662 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-  
 663 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required  
 664 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.  
 665 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/  
 666 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to  
 667 withhold, you may be held liable for the tax.

## 668 24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

669 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing  
 670 for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal  
 671 police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-  
 672 erty, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

## 673 25. REPRESENTATIONS (1-10)

674 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-  
 675 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.  
 676 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,  
 677 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not  
 678 be altered, amended, changed or modified except in writing executed by the parties.

679 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property spec-  
 680 ifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property  
 681 IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that  
 682 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the  
 683 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of  
 684 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems  
 685 contained therein.

686 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

687 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

## 688 26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

689 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all  
 690 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.  
 691 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

692 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
 693 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 694 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written  
 695 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 696 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing  
 697 Broker how to distribute some or all of the deposit monies.
- 698 3. According to the terms of a final order of court.
- 699 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the  
 700 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

701 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not  
 702 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the  
 703 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written  
 704 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the  
 705 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of  
 706 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement  
 707 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of  
 708 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution  
 709 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties  
 710 maintain their legal rights to pursue litigation even after a distribution is made.

711 Buyer Initials: 

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Nelson F.

- 712 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania  
 713 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit  
 714 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.  
 715 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:  
 716 1. Fail to make any additional payments as specified in Paragraph 2, OR  
 717 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's  
 718 legal or financial status, OR  
 719 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.  
 720 (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:  
 721 1. On account of purchase price, OR  
 722 2. As monies to be applied to Seller's damages, OR  
 723 3. As liquidated damages for such default.  
 724 (G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**  
 725  
 726 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer  
 727 and Seller are released from further liability or obligation and this Agreement is VOID.  
 728 (I) Brokers and licensees are not responsible for unpaid deposits.  
 729 **27. MEDIATION (7-20)**  
 730 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,  
 731 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute  
 732 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-  
 733 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided  
 734 equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the comple-  
 735 tion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer  
 736 to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings  
 737 shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing  
 738 party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through  
 739 mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will  
 740 survive settlement.  
 741 **28. RELEASE (9-05)**  
 742 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any  
 743 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or  
 744 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and  
 745 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,  
 746 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage  
 747 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in  
 748 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer  
 749 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.  
 750 **29. REAL ESTATE RECOVERY FUND (4-18)**  
 751 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real  
 752 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been  
 753 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-  
 754 3658.  
 755 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**  
 756 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)  
 757 and Closing Disclosure(s) upon receipt.  
 758 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be  
 759 satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant  
 760 to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made  
 761 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or  
 762 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if  
 763 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the  
 764 Seller, unless otherwise agreed to by the parties.  
 765 **31. HEADINGS (4-14)**  
 766 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the  
 767 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

768 Buyer Initials: NEK

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Seller Initials: DS  
SR



## 32. SPECIAL CLAUSES (1-10)

(A) The following are attached to and made part of this Agreement if checked:

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)  
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)  
☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)  
☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)  
☐ Appraisal Contingency Addendum (PAR Form ACA)  
☐ Short Sale Addendum (PAR Form SHS)

(B) Additional Terms: Bankruptcy court

1. Buyer understands ~~XXXX~~ approval required for the seller.  
 2. Buyer is purchasing property AS IS with understanding septic system will need replaced which Buyer accepts full responsibility for.  
 3. Buyer is willing and able to settle as soon as permitted.  
 4. All parties are aware buyer agent is a licensed PA and MD broker-owner of RE/MAX Elite Services and is married to buyer, Nelson E. Shank.

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

NEK Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

NEK Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

NEK Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

BUYER Nelson E. Shank DATE 4-7-2022

BUYER DATE

BUYER DATE

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER Kenneth P. Ray DATE 4/9/2022

SELLER DATE

SELLER DATE

**SELLER'S PROPERTY DISCLOSURE STATEMENT****SPD**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY 11734 Ridge Rd, Greencastle, PA 17225-9115**2 **SELLER Kenneth P. Ray****INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential real estate transfer must disclose all known material defects about the property being sold that are not readily observable. A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the condition of the Property that may not be included in this Statement.

17 The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 20 2. Transfers as a result of a court order.
- 21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
- 22 4. Transfers from a co-owner to one or more other co-owners.
- 23 5. Transfers made to a spouse or direct descendant.
- 24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
- 26 8. Transfers of a property to be demolished or converted to non-residential use.
- 27 9. Transfers of unimproved real property.
- 28 10. Transfers of new construction that has never been occupied and:
  - 30 a. The buyer has received a one-year warranty covering the construction;
  - 31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
  - 32 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

**COMMON LAW DUTY TO DISCLOSE**

34 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclosure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order to avoid fraud, misrepresentation or deceit in the transaction. This duty continues until the date of settlement.

**EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

39 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the Property.

DATE \_\_\_\_\_

43 Seller's Initials KR Date 3/27/2022

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Buyer's Initials AS Date 4-7-22

Pennsylvania Association of Realtors®

Herakleio Highway Home Realty, 11449 Ridgeway Drive Ste 100 Hagerstown MD 21742  
 Franklin Park

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 rev. 3/21, rel. 7/21  
 11734 Ridge Rd



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

### 1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the Property and its improvements?
- (B) Is Seller the landlord for the Property?
- (C) Is Seller a real estate licensee?
- Explain any "yes" answers in Section 1: \_\_\_\_\_

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

### 2. OWNERSHIP/OCCUPANCY

- (A) Occupancy
- When was the Property most recently occupied? 2/1/21
  - By how many people? 1
  - Was Seller the most recent occupant?
  - If "no," when did Seller most recently occupy the Property? \_\_\_\_\_
- (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
- The owner
  - The executor or administrator
  - The trustee
  - An individual holding power of attorney
- (C) When was the Property acquired? \_\_\_\_\_
- (D) List any animals that have lived in the residence(s) or other structures during your ownership: Dog + Cat
- Explain Section 2 (if needed): \_\_\_\_\_

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			

### 3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

- (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
- (B) Type. Is the Property part of a(n):
- Condominium
  - Homeowners association or planned community
  - Cooperative
  - Other type of association or community \_\_\_\_\_
- (C) If "yes," how much are the fees? \$ \_\_\_\_\_, paid ( ☐ Monthly ) ( ☐ Quarterly ) ( ☐ Yearly )
- (D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: \_\_\_\_\_
- (E) If "yes," provide the following information:
- Community Name \_\_\_\_\_
  - Contact \_\_\_\_\_
  - Mailing Address \_\_\_\_\_
  - Telephone Number \_\_\_\_\_
- (F) How much is the capital contribution/initiation fee(s)? \$ \_\_\_\_\_

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

*Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*

### 4. ROOFS AND ATTIC

- (A) Installation
- When was or were the roof or roofs installed? \_\_\_\_\_
  - Do you have documentation (invoice, work order, warranty, etc.)?
- (B) Repair
- Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
  - If it or they were replaced or repaired, were any existing roofing materials removed?
- (C) Issues
- Has the roof or roofs ever leaked during your ownership?
  - Have there been any other leaks or moisture problems in the attic?
  - Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

Yes	No	Unk	N/A
		<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>		

Seller's Initials AKR Date 3/27/2022

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Buyer's Initials AKR Date 4-7-22



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: \_\_\_\_\_

#### 5. BASEMENTS AND CRAWL SPACES

##### (A) Sump Pump

1. Does the Property have a sump pit? If "yes," how many? \_\_\_\_\_
2. Does the Property have a sump pump? If "yes," how many? \_\_\_\_\_
3. If it has a sump pump, has it ever run? \_\_\_\_\_
4. If it has a sump pump, is the sump pump in working order? \_\_\_\_\_

##### (B) Water Infiltration

1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space? \_\_\_\_\_
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? \_\_\_\_\_
3. Are the downspouts or gutters connected to a public sewer system? \_\_\_\_\_

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: \_\_\_\_\_

#### 6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

##### (A) Status

1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property? \_\_\_\_\_
2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests? \_\_\_\_\_

##### (B) Treatment

1. Is the Property currently under contract by a licensed pest control company? \_\_\_\_\_
2. Are you aware of any termite/pest control reports or treatments for the Property? \_\_\_\_\_

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: \_\_\_\_\_

#### 7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? \_\_\_\_\_

(B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property? \_\_\_\_\_

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)? \_\_\_\_\_

##### (D) Stucco and Exterior Synthetic Finishing Systems

1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? \_\_\_\_\_
2. If "yes," indicate type(s) and location(s) \_\_\_\_\_
3. If "yes," provide date(s) installed \_\_\_\_\_

(E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property? \_\_\_\_\_

(F) Are you aware of any defects (including stains) in flooring or floor coverings? \_\_\_\_\_

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: \_\_\_\_\_

#### 8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below:

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

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1124

4-7-2022



Case 1:22-bk-00036-HWV Doc 54 Filed 05/11/22 Entered 05/11/22 09:53:08 Desc  
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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

## (E) Issues

- Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items?
- Have you ever had a problem with your water supply?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: New pump and well drilled deeper 10-15 yrs ago

## 10. SEWAGE SYSTEM

## (A) General

- Is the Property served by a sewage system (public, private or community)?
- If "no," is it due to unavailability or permit limitations?
- When was the sewage system installed (or date of connection, if public)?
- Name of current service provider, if any:

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## (B) Type Is your Property served by:

- Public
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain:

Yes	No	Unk	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## (C) Individual On-lot Sewage Disposal System. (check all that apply):

- Is your sewage system within 100 feet of a well?
- Is your sewage system subject to a ten-acre permit exemption?
- Does your sewage system include a holding tank?
- Does your sewage system include a septic tank?
- Does your sewage system include a drainfield?
- Does your sewage system include a sandmound?
- Does your sewage system include a cesspool?
- Is your sewage system shared?
- Is your sewage system any other type? Explain: Cesspool converted to septic
- Is your sewage system supported by a backup or alternate system?

Yes	No	Unk	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## (D) Tanks and Service

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property? Explain:
- Where are the septic tanks located?
- When were the tanks last pumped and by whom?

Yes	No	Unk	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

- Are you aware of any abandoned septic systems or cesspools on the Property?
- If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

Yes	No	Unk	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## (F) Sewage Pumps

- Are there any sewage pumps located on the Property?
- If "yes," where are they located?
- What type(s) of pump(s)?
- Are pump(s) in working order?
- Who is responsible for maintenance of sewage pumps?

Yes	No	Unk	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## (G) Issues

- How often is the on-lot sewage disposal system serviced?
- When was the on-lot sewage disposal system last serviced and by whom? DS  
not pass FHA inspection last year
- Is any waste water piping not connected to the septic/sewer system?
- Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Yes	No	Unk	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials: MRDate: 3/27/2022

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11734 Ridge Rd



Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: \_\_\_\_\_

(A) Material(s). Are the plumbing materials (check all that apply):

- |     | Yes | No | Unk | N/A |
|-----|-----|----|-----|-----|
| 1.1 | ✓   |    |     |     |
| 1.2 |     | ✓  |     |     |
| 2   |     | ✓  |     |     |
| 3.1 | ✓   |    |     |     |
| 3.2 |     |    | ✓   |     |
| 3.3 |     |    | ✓   |     |
| 4.1 |     |    | ✓   |     |
| 4.2 | ✓   |    |     |     |

(B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc)? repaired  
If "yes," explain: pipe to upstairs bathroom - ~~repaired~~  
pipes

(A) Type(s). Is your water heating (check all that apply):

- |      | Yes | No | Unk | N/A |
|------|-----|----|-----|-----|
| Y.1  | ✓   |    |     |     |
| Y.2  |     | ✓  |     |     |
| Y.3  |     | ✓  |     |     |
| Y.4  |     | ✓  |     |     |
| Y.5  |     | ✓  |     | ✓   |
| Y.6  |     | ✓  |     | ✓   |
| Y.7  |     | ✓  |     |     |
| Y.8  |     |    |     |     |
| Y.9  |     |    |     |     |
| Y.10 |     |    | ✓   |     |
| Y.11 |     |    |     |     |
| Y.12 |     | ✓  |     |     |

1. How many water heaters are there? 1  
Tanks ✓ 1 Tankless           

2. When were they installed? 8-10 years ago - water heater replaced

\* 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain:

(A) Fuel Type(s). Is your heating source (check all that apply):

- |     | Yes | No | Unk | N/A |
|-----|-----|----|-----|-----|
| Q1  | ✓   |    |     |     |
| Q2  |     | ✓  |     |     |
| Q3  |     | ✓  |     |     |
| Q4  | ✓   |    |     |     |
| Q5  | ✓   |    |     |     |
| Q6  |     | ✓  |     |     |
| Q7  |     | ✓  |     |     |
| Q8  |     | ✓  |     |     |
| Q9  |     | ✓  |     |     |
| Q10 |     | ✓  |     |     |
| Q11 |     | ✓  |     |     |
| Q12 |     | ✓  |     |     |
| Q13 |     | ✓  |     |     |
| Q14 |     | ✓  |     |     |
| Q15 | ✓   |    |     |     |
| Q16 |     | ✓  |     |     |
| Q17 |     | ✓  |     |     |
| Q18 |     | ✓  |     |     |

(U) System Type(s) (check all that apply)

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant flooring
7. Radiant ceiling

Seller's Initial *WJ*

Date 3/27/2022

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4-7-2022  
11734 Ridge Rd



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

	Yes	No	Unk	N/A
8. Pellet stove(s) How many and location? _____		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
9. Wood stove(s) How many and location? _____		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
10. Coal stove(s) How many and location? _____		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
11. Wall-mounted split system(s) How many and location? _____		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
12. Other: <u>Gas propane fireplace in living room</u>	<input checked="" type="checkbox"/>			
13. If multiple systems, provide locations <u>Propane fireplace in living room</u>				
<b>(C) Status</b>				
1. Are there any areas of the house that are not heated? If "yes," explain: _____				
2. How many heating zones are in the Property? _____				
3. When was each heating system(s) or zone installed? _____			<input checked="" type="checkbox"/>	
4. When was the heating system(s) last serviced? _____			<input checked="" type="checkbox"/>	
5. Is there an additional and/or backup heating system? If "yes," explain: _____				
6. Is any part of the heating system subject to a lease, financing or other agreement? If "yes," explain: _____		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
<b>(D) Fireplaces and Chimneys</b>				
1. Are there any fireplaces? How many? _____	<input checked="" type="checkbox"/>			
2. Are all fireplaces working? _____	<input checked="" type="checkbox"/>			
3. Fireplace types (wood, gas, electric, etc.): <u>Gas - propane</u>				
4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative? _____			<input checked="" type="checkbox"/>	
5. Are there any chimneys (from a fireplace, water heater or any other heating system)? _____		<input checked="" type="checkbox"/>		
6. How many chimneys? _____				<input checked="" type="checkbox"/>
7. When were they last cleaned? _____				<input checked="" type="checkbox"/>
8. Are the chimneys working? If "no," explain: _____				<input checked="" type="checkbox"/>
<b>(E) Fuel Tanks</b>				
1. Are you aware of any heating fuel tank(s) on the Property? _____		<input checked="" type="checkbox"/>		
2. Location(s), including underground tank(s): _____				<input checked="" type="checkbox"/>
3. If you do not own the tank(s), explain: _____				<input checked="" type="checkbox"/>
(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain: _____		<input checked="" type="checkbox"/>		
<b>14. AIR CONDITIONING SYSTEM</b>				
<b>(A) Type(s). Is the air conditioning (check all that apply):</b>				
1. Central air		<input checked="" type="checkbox"/>		
a. How many air conditioning zones are in the Property? _____				
b. When was each system or zone installed? _____				
c. When was each system last serviced? _____				
2. Wall units		<input checked="" type="checkbox"/>		
How many and the location? _____				<input checked="" type="checkbox"/>
3. Window units <u>4</u>	<input checked="" type="checkbox"/>			
How many? _____				
4. Wall-mounted split units		<input checked="" type="checkbox"/>		
How many and the location? _____				<input checked="" type="checkbox"/>
5. Other		<input checked="" type="checkbox"/>		
b. None		<input checked="" type="checkbox"/>		
(B) Are there any areas of the house that are not air conditioned? If "yes," explain: _____		<input checked="" type="checkbox"/>		
(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____		<input checked="" type="checkbox"/>		

Seller's Initials MMDate 3/27/2022

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

### 15. ELECTRICAL SYSTEM

#### (A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
  - a. If "yes," is it entirely or partially solar powered? \_\_\_\_\_
  - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain: \_\_\_\_\_

(B) What is the system amperage? \_\_\_\_\_

(C) Are you aware of any knob and tube wiring in the Property? \_\_\_\_\_

(D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: \_\_\_\_\_

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### 16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

Item	Yes	No	N/A	Item	Yes	No	N/A
A/C window units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool/spa heater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Attic fan(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Range/oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Awnings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refrigerator(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon monoxide detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceiling fans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Security alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deck(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Smoke detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler automatic timer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stand-alone freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electric animal fence	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Storage shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric garage door opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage transmitters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Whirlpool/tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In-ground lawn sprinklers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:			
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.			
Interior fire sprinklers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2.			
Keyless entry	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3.			
Microwave oven	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.			
Pool/spa accessories	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.			
Pool/spa cover	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6.			

(C) Explain any "yes" answers in Section 16: Electric garage door opener not working, Pool needs new line and pump

### 17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

1. Above-ground or in-ground? Above
2. Saltwater or chlorine? Chlorine
3. If heated, what is the heat source? \_\_\_\_\_
4. Vinyl-lined, fiberglass or concrete-lined? Vinyl
5. What is the depth of the swimming pool? 52 inches
6. Are you aware of any problems with the swimming pool? \_\_\_\_\_
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)? \_\_\_\_\_

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub? \_\_\_\_\_
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)? \_\_\_\_\_

(C) Explain any problems in Section 17: \_\_\_\_\_

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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10000 Mile Road, Forest, Michigan 48028

www.eforms.com

4-7-2022

11734 Ridge Rd



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

### 18. WINDOWS

(A) Have any windows or skylights been replaced during your ownership of the Property?

(B) Are you aware of any problems with the windows or skylights?

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done: UPPER  
Bedroom window needs new pane

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>			

### 19. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the Property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property?
- Have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

*Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-cpmis@pa.gov.*

(B) Preferential Assessment and Development Rights

Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

- Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
- Open Space Act - 16 P.S. §11941, et seq.
- Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)
- Any other law/program:

Yes	No	Unk	N/A
		<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	
		<input checked="" type="checkbox"/>	

*Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the Property.*

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the Property):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>			

Electric rights  
*Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.*

Explain any "yes" answers in Section 19:

### 20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- Are you aware of the presence on the Property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

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4-7-2021



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features:

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
  - a. If "yes," is there a written right of way, easement or maintenance agreement?
  - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		
			<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		

*Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*

Explain any "yes" answers in Section 20(B): Shared driveway

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

*Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If "yes," provide test date and results \_\_\_\_\_
3. Are you aware of any radon removal system on the Property?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
			<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		

(C) Lead Paint

If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location: \_\_\_\_\_

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		

(F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
			<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s): Asbestos

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

Yes	No	Unk	N/A
		<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>		

Seller's Initials SPD

Date 3/27/2022

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ASK

4-7-2022



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property?
- (B) Financial
1. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the Property during your ownership?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?
2. Are you aware of any existing or threatened legal action affecting the Property?

(D) Additional Material Defects

1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

*Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.*

2. After completing this form, if Seller becomes aware of additional information about the Property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: Car can only side of house and insurance separated everything

23. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- ☐
- ☐
- ☐

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER Kenneth P. Ray DATE 3/27/2022

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER Nelson E. Shank DATE 4-7-2022

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_





Page 1 of 2 03/29/22  
PA 1390000055502

Statement #1



119-14-01-00 90261 0 C 001 18 S 05 002

PO BOX 157  
SHADY GROVE PA 17256-0157

## Your account statement

For 03/29/2022

### Contact us



Truist.com



(844) 4TRUIST or  
(844) 487-8478

If you are traveling outside of the USA and have concerns about accessing your account while you are traveling, please contact your Branch Banker or call us at 844-4TRUIST.

### ■ TRUIST MONEY MARKET ACCOUNT [REDACTED]

#### Account summary

Your previous balance as of 02/25/2022	\$363,784.42
Checks	- 0.00
Other withdrawals, debits and service charges	- 5,000.00
Deposits, credits and interest	+ 1,047.65
Your new balance as of 03/29/2022	= \$359,832.07

#### Interest summary

Interest paid this statement period	\$3.18
2022 interest paid year-to-date	\$9.16
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

#### Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
03/21	DEPOSIT TRANSFER TRANSFER TO CHECKING 1390000022469 03-20-22	5,000.00
Total other withdrawals, debits and service charges		= \$5,000.00

#### Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
03/03	DEPOSIT	684.82
03/10	DEPOSIT	359.65
03/29	INTEREST PAYMENT	3.18
Total deposits, credits and interest		= \$1,047.65

### PRICING CHANGE NOTIFICATION

The Personal Deposit Accounts Fee Schedule dated October 11, 2021 displays the Returned Deposited Item fee as \$12.50 per item. Please be advised that the Personal Deposit Accounts Fee Schedule is being revised to display \$12.00 per item. Should you need a current copy of the Personal Deposit Accounts Fee Schedule, please log on to Truist.com or visit your local Truist branch.

DS  
[Signature]

• PAGE 1 OF 1

IN RE:	:	
KENNETH PATRICK RAY	:	CHAPTER 13
a/k/a KENNETH P. RAY,	:	
Debtor	:	CASE NO.: 1-22-00036-HWV
	:	
KENNETH PATRICK RAY	:	
a/k/a KENNETH P. RAY,	:	
Movant	:	
	:	
vs.	:	
	:	
JACK N. ZAHAROPOULOS, ESQUIRE	:	
CHAPTER 13 TRUSTEE,	:	
FAY MORTGAGE SERVICING,	:	
M&T BANK, and	:	
FRANKLIN COUNTY TAX CLAIM BUREAU	:	
Respondents	:	

Debtor's counsel, Gary J. Imblum, Esquire, inquired with the realtor, Jason Carbaugh, and was informed of the following:

- Case 1:22-bk-00036-HWV Doc 54 Filed 05/11/22 Entered 05/11/22 09:53:08 Desc  
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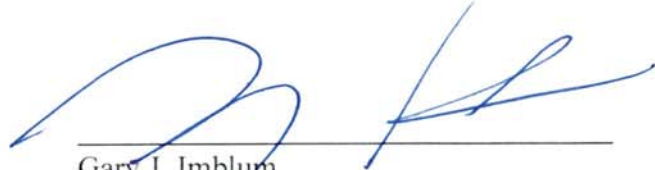


6. There is no connection between the proposed buyer, its owner and/or investors, and the debtor.

Respectfully submitted,

IMBLUM LAW OFFICES, P.C.

Dated: 5-10-22



Gary J. Imblum  
Attorney Id. No. 42606  
4615 Derry Street  
Harrisburg, PA 17111  
(717) 238-5250  
Fax No. (717) 558-8990  
gary.imblum@imblumlaw.com  
Attorney for Debtor

<b>IN RE:</b>	:	
<b>KENNETH PATRICK RAY</b>	:	<b>CHAPTER 13</b>
<b>a/k/a KENNETH P. RAY,</b>	:	
<b>Debtor</b>	:	<b>CASE NO.: 1-22-00036-HWV</b>
	:	
<b>KENNETH PATRICK RAY</b>	:	
<b>a/k/a KENNETH P. RAY,</b>	:	
<b>Movant</b>	:	
	:	
<b>vs.</b>	:	
	:	
<b>JACK N. ZAHAROPOULOS, ESQUIRE</b>	:	
<b>CHAPTER 13 TRUSTEE,</b>	:	
<b>FAY MORTGAGE SERVICING,</b>	:	
<b>M&amp;T BANK, and</b>	:	
<b>FRANKLIN COUNTY TAX CLAIM BUREAU</b>	:	
<b>Respondents</b>	:	

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3. Payment of any and all other miscellaneous fees involved with the sale.
4. Payment of any liens and mortgages.
5. As long as same is a valid lien on subject real estate, payment in full of Franklin County Tax Claim Bureau real estate taxes, if any, or else the sale will not occur.
6. As long as same is a valid lien on subject real estate, payment in full of Fay Mortgage Servicing (first mortgage), or else the sale will not occur.
7. As long as same is a valid lien on subject real estate, payment in full of M&T Bank second mortgage, or else the sale will not occur.
8. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then payment to Trustee Jack N. Zaharopoulos, Esquire, in an amount up to the amount necessary to fully fund the Plan, less any amount otherwise payable to a secured creditor pursuant to Debtor's Plan, which is, in fact, paid at settlement.
9. If there are net proceeds remaining after paying all of the costs, fees and liens set forth in the preceding paragraphs, then payment of any and all attorney fees owed to Debtor's counsel for representation in the above matter.
10. If there are net proceeds remaining after paying all the costs, fees and liens set forth in the preceding paragraphs, then the remaining balance, if any, shall be distributed to the Debtor.